



**THE NEVADA STATE TREASURER'S OFFICE  
IS SOLICITING PROPOSALS FOR**

**Actuarial Services  
For the  
Allodial Title Program**

**REQUEST FOR PROPOSAL NO. 01-2001**

Release Date: February 9, 2001  
Opening Date: March 9, 2001

The actual RFP document consists of 24 pages.

For additional information or to obtain a copy of this Request for Proposal, please contact:

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Company Name: State of Nevada Treasurer's Office: [treasurer.state.nv.us](http://treasurer.state.nv.us)

Contact Name: Janice A. Wright E-mail Address: [jawright@treasurer.state.nv.us](mailto:jawright@treasurer.state.nv.us)

Address: 101 North Carson Street, Suite 4

City: Carson City State: Nevada Zip: 89701

Telephone: (775) 684-5600 Fax: (775) 684-5781 Federal Tax ID No.: 886000022

Prices contained in this proposal are subject to acceptance within 30 days.

I have read, understand, and agree to all terms and conditions herein.

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

**The State will not be held responsible for proposal envelopes mishandled as a result of the envelopes not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.**

## **1. OVERVIEW**

The State of Nevada Office of the State Treasurer is requesting proposals from qualified vendors for actuarial services to determine the cost of an Allodial Title Certificate.

Senate Bill 403, establishing the Allodial Title Program was approved by the Nevada State Legislature, and the authority was placed in NRS 361.900 through 361.920. The State Treasurer administers this program.

A person who owns and occupies a single-family dwelling, its appurtenances and the land on which it is located, free and clear of all encumbrances, except any unpaid assessment for a public improvement, may apply through the county assessor for an Allodial Title Certificate. That certificate is evidence of allodial title for that property. This Program will allow owner-occupants to prepay their property tax liability for the rest of their natural lives. This means the county treasurer will not bill them for their future property taxes. Instead, the county treasurer will send the bill to the State Treasurer, who will pay the bill from the prepayment amount provided by the owners. The State Treasurer will place that prepayment amount in an account, which shall be calculated to be sufficient to pay all future property taxes for the life of the Allodial Title Certificate.

## **2. ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

***Allodial Title*** Allodial title means a total right to the land. This is property held in absolute ownership and without any obligation to a sovereign or government.

When first established, the land in this country was allodial by nature. This means that a person had the absolute right to it. It could not be taxed, liened, attached, or taken away from the property owner. That right was the same as sovereign title, which is the title that the king or government had to property. The governments held sovereign title and the highest form of title that could be held by an individual was fee simple absolute title. This means that the government still had the right of eminent domain and the right of taxation.

The Allodial Title Program is a way to buy out the property tax right from the government and give it to the property owner.

<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>Agency</i></b>	State Treasurer's Office
<b><i>Evaluation Committee</i></b>	An independent committee comprised of solely representatives of the State or its political subdivisions, established to review proposals submitted in response to the RFP, score the proposals, and select a vendor.
<b><i>Goods</i></b>	Within the definition of NRS 104.2105 if provided as an integral part of this RFP.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>RFP</i></b>	Request for Proposal
<b><i>Shall/Must</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party not directly employed by the vendor who will provide services identified in this RFP.
<b><i>Vendor</i></b>	Organization/individual submitting a proposal in response to this RFP.

### **3. SCOPE OF WORK**

The awarded vendor shall provide actuarial services necessary to implement and conduct the Allodial Title Program. The awarded vendor must develop actuarial calculations for the cost of the Allodial Title Certificate. The State Treasurer is required to determine the cost of the Allodial Title Certificate so that the money paid plus interest or other income earned on that money will be adequate to pay all future property taxes for a period equal to the life expectancy of the youngest

titleholder of the property. The amount will be calculated using a tax rate of \$5.00 for each \$100 of assessed valuation, applied to the most recent assessment of the property.

- 3.1 The awarded vendor will determine the cost of the Allodial Title Certificate. The cost must include, but is not limited to the following:
  - 3.1.1 the ages and estimated life expectancy of the titleholders;
  - 3.1.2 the estimate of the tax bill for those future years;
  - 3.1.3 the estimate of changes to the assessed value due to new improvements, increases in taxable value, reduction in value due to destruction, obsolescence or contamination;
  - 3.1.4 the estimated return and earnings of the Treasurer's investment; and
  - 3.1.5 any other impact on the future tax bill.
- 3.2 The awarded vendor will project changes to the assessed valuation if an owner elects to pay the prepayment as ten annual installments, to account for any increases in the valuation. This would prevent the last annual installment from being extraordinarily high compared to the other annual installments.
- 3.3 Per the Attorney General, actuarial calculations shall be done in a manner to ensure that the trust fund has sufficient money to pay the property taxes as they come due during the term of the allodial title certificate. Proposals must explain the methodology used to arrive at these calculations.
- 3.4 Vendors shall include a detailed time line for project completion.

#### **4. SUBMITTAL INSTRUCTIONS**

- 4.1 In lieu of a pre-proposal conference, the Treasurer's Office will accept questions and/or comments by e-mail or in writing, received by e-mail, mail or facsimile, regarding this RFP as follows:

Questions must be addressed to the State Treasurer's designee, Janice A. Wright, at 101 North Carson Street, Suite 4, Carson City NV 89701. The deadline for submitting questions is February 20, 2001. All questions and/or comments will be addressed by e-mail or, if requested, in writing and mailed or faxed to prospective vendors by February 23, 2001. Please provide company name, address, e-mail address, telephone and fax number and contact person when submitting questions.

- 4.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Deadline for submitting questions:	February 20, 2001 @ 5:00 pm
Answers to questions submitted available:	February 23, 2001 @ 5:00 pm
Deadline for submission and opening of proposals:	March 9, 2001 @ 4:00 pm
Evaluation period:	March 9-13, 2001
Selection of vendor:	On or about March 13, 2001
Approval of Contract by Board of Examiners:	April 11, 2001
Work to begin:	April 16, 2001

***NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.***

- 4.3 Vendors shall submit one (1) original proposal marked "MASTER" and seven identical copies as follows:

State of Nevada  
Treasurer's Office  
101 North Carson Street, Suite 4  
Carson City, NV 89701

Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL NO.:01-2001  
PROPOSAL OPENING DATE: March 9, 2001 @ 4:00 PM  
FOR: Actuarial Services for the Allodial Title Program

- 4.4 Proposals must be received by 4:00pm local time (PST), March 9, 2001. Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

- 4.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced. Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available through pre-arrangement with the State Treasurer's designee.
- 4.6 If discrepancies are found between two or more copies of the proposal, the Master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER COPY," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the Master copy.
- 4.7 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.8 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.9 The proposal must be signed by the individual(s) legally authorized to bind the vendor.
- 4.10 For ease of evaluation, proposals should be presented in the format described within this RFP. Exceptions to this will be considered during the evaluation process.
- 4.11 A copy of the RFP, in Word 6.0/7.0 will be provided to vendors if they go to our Internet website: [www.treasurer.state.nv.us](http://www.treasurer.state.nv.us) or they may send a blank 3.5" formatted diskette to the contact identified in Section 4.1. Unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.
- 4.12 Vendors utilizing a copy of the RFP on Internet or diskette in order to prepare their proposals must place their written response in ***bold/italics*** immediately following the applicable question.
- 4.13 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

**4.14** *For purposes of addressing questions concerning this RFP, the sole contact will be the State Treasurer's designee. Upon issuance of this RFP, other employees and representatives of the agency identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal.* This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**4.15** Proposals shall be submitted in two (2) distinct parts - the **technical proposal** and the **cost proposal**. THE TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The evaluation committee shall review the technical proposal first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.

## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

**5.1** Proposals shall be consistently evaluated and scored in accordance with the following criteria:

- Demonstrated competence;
- Experience in performance of comparable engagements;
- Affordability;
- Expertise and availability of key personnel; and
- Conformance with the terms of this RFP.

Proposals shall be kept confidential until a contract is awarded.

**5.2** The evaluation committee may also contact the references provided in response to Section 8.3; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada.

**5.3** Discussions may, at the State's sole option, be conducted with responsible vendors who submit proposals determined to be reasonably susceptible of being selected for an award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting

discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

- 5.4 A Notification of Intent to Award shall be sent to any vendor selected. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 5.5 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## **6. PROJECT SPECIFICATIONS**

- 6.1 The project specifications are the awarded vendor must complete actuarial services necessary to develop and conduct the Allodial Title Program. The vendor must provide the actuarial analysis and consulting assistance necessary for this Program.
- 6.2 It is essential that the proposal submitted by the vendor complies with the format and content requirements detailed in this section.
- 6.3 The vendor must submit a Master and seven (7) copies of the proposal.
- 6.4 The Master and the seven copies must be in a single package clearly labeled with the project title and the name of the vendor.
- 6.5 The Master must be accompanied by a cover letter with an official, original signature, which binds the vendor to both the technical and cost components of the proposal.
- 6.6 Throughout the duration of the contract awarding process, all inquiries and communication are to be directed to the State Treasurer's designee, Janice A. Wright, at [jawright@treasurer.state.nv.us](mailto:jawright@treasurer.state.nv.us) or (775) 684-5778.
- 6.7 The Technical Proposal should contain the following sections: Table of Contents, Introduction, General Approach, Work Plan (including the schedule necessary to accomplish the tasks and to produce the deliverables), Management and Staffing, Related Experience and References. The Cost Proposal must be separate from the Technical Proposal. Each proposal and section should be well organized, brief and to the point.

## **7. WARRANTY/MAINTENANCE AND SERVICE**



If goods or products will be an integral part of the actuarial services, please specify in detail the following:

- A. The length and terms of the warranty/maintenance and service provided with each deliverable.
- B. For each deliverable, vendor must specify if subcontractors will perform: warranty/maintenance/service, location(s) where warranty/maintenance/service will be performed, along with contact name and telephone number for each location.

## 8. **COMPANY BACKGROUND AND REFERENCES**

8.1 Vendors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- Location of the company offices.
- Location of the office servicing any Nevada account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- Company background/history and why vendor is qualified to provide the services described in this RFP.
- Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Vendor's Dun and Bradstreet number.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Vendor's bank of record.

## 8.2 SUBCONTRACTOR INFORMATION

8.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", vendor must:

8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services

8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the vendor as primary contractor.

8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.

8.2.1.4 The State requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.

### 8.3 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

## 9. **COST**

9.1 Vendors must provide detailed fixed price costs, including out-of-pocket expenses, for all costs associated with the project manager/management team responsibilities and related services. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.

9.2 Vendors must submit a number of hours of service to be provided for each year of the contract, an hourly cost for services and a total fixed-price for the project budget.

## 10. **TERMS, CONDITIONS AND EXCEPTIONS**

10.1 This procurement is being conducted in accordance with State Administrative Manual § 0338.0.

10.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

- 10.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 10.4 The State reserves the right to reject any or all proposals received prior to contract award.
- 10.5 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated.
- 10.6 Any irregularities or lack of clarity in the RFP should be brought to the State Treasurer designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 10.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.
- 10.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 10.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 10.10 Proposals from employees of the State of Nevada will NOT be considered.
- 10.11 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by the State Treasurer.
- 10.12 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Complementary proposals are illegal and prohibited.
- 10.13 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 10.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 10.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 10.16 The Master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown exempt by law. Each vendor may clearly label all or part of a proposal as "confidential" provided that the vendor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public records request for labeled information is received by the State, the State will notify the vendor of the request and delay access to the material until seven working days after notification to the vendor. Within that time delay, it will be the duty of the vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
- 10.17 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 10.18 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 10.19 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be

accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 10.20 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 10.21 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 10.22 The State will not be liable for Federal, State, or Local excise taxes.
- 10.23 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. If the vendor will provide goods within the definition of Nevada's Uniform Commercial Code (NRS Title 8) in addition to the performance of services, execution of Attachment A of this RFP shall also constitute an agreement to the Attachment C terms and conditions, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 10.24 The State reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any

modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 10.25 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 10.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 10.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 10.28 A protest procedure is available to vendors who have submitted a proposal in response to a published RFP. Protests can be made to the State Treasurer after the official announcement of an award. Protests must be received by the State Treasurer, in writing, by 5:00 P.M., within 15 calendar days of the official announcement date. A failure to timely exercise any protest right shall constitute a waiver.
  - A. Grounds for Protest: The following are the only grounds for protesting the award of a contract under this RFP: all protests base upon other criteria will not be considered.
    1. Computation error(s) in the scoring were made: or
    2. The State Treasurer's Office failed to follow the procedures established in the RFP, or applicable state or federal laws or regulations; or
    3. Bias, discrimination, or conflict of interest is demonstrated on the part of any member of the evaluation committee.
  - B. Contents of Protest: Vendors making a protest must include in their written protest all facts and arguments upon which the protest is made. At a minimum, the protest must include:

1. Information about the protesting vendor, including firm name, mailing address, telephone number and name of the individual responsible for submission of the protest;
  2. Specific and complete statement(s) of the State action(s) being protested;
  3. Specific description of the grounds for the protest;
  4. Information about the evidence to substantiate the protest, including but not limited to copies of any documents and at least one sworn affidavit substantiating the fact(s) that support grounds for the protest; and
  5. Description of the relief or correction action sought by the protest.
- C. No Stay Pending Final Determination: Contract negotiations with the awarded vendor shall not be stayed during the pendency of any protest. Any contract with the awarded vendor shall be made contingent upon the outcome of any pending protest. Unless otherwise stipulated by the protester, the State Treasurer has five working days from receipt of a timely protest to investigate or request additional information from either the protester or the State Treasurer's Office. The final determination of the State Treasurer will be made within 15 working days of the receipt of any requested additional information or the end of the investigation period, whichever is later.
- D. Authority of State Treasurer: The final determination of the State Treasurer must be one of the following:
1. Find the protest lacking in merit and uphold the State Treasurer's Office action;
  2. Find only technical or harmless errors in the State Treasurer's Office conduct during the process; determine that the State Treasurer's Office is in substantial compliance; and reject the protest; or
  3. Find merit in the protest and provide the State Treasurer's Office with options which may include as appropriate:
    - (a) Correct computation error(s) and re-score all proposals with the same evaluation committee; or

- (b) Correct procedural or legal error(s) and re-score all proposals with the same evaluation committee; or
  - (c) Replace one or more persons on the evaluation committee and reevaluate all proposals; or
  - (d) Reject all proposals and withdraw or reissue the RFP; or
  - (e) Make other findings and determine other courses of reasonable action.
- E. Unsuccessful Legal Challenge: A subsequent unsuccessful legal challenge by a protester shall require reimbursement to the State of reasonable attorney's fees and costs.



**Attachment A**  
**CERTIFICATION OF COMPLIANCE WITH**  
**TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_

EXCEPTIONS:

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## Attachment B

### CONTRACT FORM CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to approval of the Board of Examiners, services of persons as independent contractors; and WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph (9).
4. NOTICE. Unless otherwise specified, termination shall not be effective until \_\_\_\_\_ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:  
ATTACHMENT A: STATE SOLICITATION; SCOPE OF WORK  
ATTACHMENT B: CONTRACTOR'S RESPONSE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per

diem expenses) with the total Contract or installments payable: \_\_\_\_\_, not to exceed \$ \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a prop rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall promptly deliver into State possession all proprietary information in accordance with paragraph (20).

10. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency.

11. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

14. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the

State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	<u>Contractor's Initials</u>	
	YES	NO
1. Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2. Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3. Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

15. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specified in the Contract. Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure to the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:  
    \$ 2,000,000      General Aggregate  
    \$ \_\_\_\_\_      Products & Completed Operations Aggregate  
    \$ \_\_\_\_\_      Personal and Advertising Injury  
    \$ 1,000,000      Each Occurrence
- 2) Yes Defense costs are included in limits (YES or NO)
- 3) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 4) **A separate General Aggregate limit shall apply to this project.**

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: \$ Waived Each Occurrence for bodily injury and property damage
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
- 3) The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability/Errors & Omissions Insurance**

- 1) Minimum Limit required: \$ 1,000,000 Each Claim
- 2) Yes Defense costs are included in limits (YES or NO)

- 3) Retroactive date: Prior to commencement of the performance of the contract.
- 4) Discovery period: Three (3) years after termination date of contract.
- 5) **A certified copy of this policy is required.**

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy".

**Commercial Crime Insurance**

Minimum Limit required: \$ Waived Per Loss for Employee Dishonesty

- 1) The State of Nevada shall be the Named Insured on the policy.
- 2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category who could have access to monies of the State.

**Performance Bond/Security**

Amount required: \$ Waived

- 1) Security may be in the form of a Surety Bond (State bond form required), Certificate of Deposit or Treasury Note.
- 2) All interest earned on interest bearing security shall be returned to Contract by the State upon Contract completion.

**General Requirements:**

- a. Additional Insured: By endorsement to all liability policies, except Professional Liability, evidenced by Contractor, ***The State of Nevada, (the agency), its officers, employees and immune contractors*** as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to all additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as "A- VII" or better.

**Evidence of Insurance:**

- a. Prior to the start of any Work, Contractor must provide the following documents to the State:
  - 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
  - 2) Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 **11 85**), signed by an authorized insurance company representative, **must** be submitted to the State, by attachment to the Certificate of Insurance, to evidence the endorsement of the State as additional insureds.
  - 3) Policy Cancellation Endorsement: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the State of Nevada, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
  - 4) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, provide a copy of the Underlyer Schedule from the insurance policy.

b. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to Contracting Agency at address specified above.**



16. GOVERNMENT OBLIGATIONS. Contractor shall be responsible for all applicable federal, state, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation.

17. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

19. ASSIGNMENT. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

20. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

21. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by the State, the State will notify Contractor of the request and delay access to the material until seven working days after notification to Contractor. Within that time delay, it will be the duty of Contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.

22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certified, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

24. WARRANTIES.

a. General Warranty. Contractor warrants that all deliverables and work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. Millennium Compliance. Contractor warrants that any information system application(s), during or after the calendar year 2000, shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of millennium compliance.

25. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and

only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

26. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Independent Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent's Contractor's Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Title

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Signature

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Date

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Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On \_\_\_\_\_

(Date)

\_\_\_\_\_  
Deputy Attorney General for Attorney General

On \_\_\_\_\_

(Date)

## **Attachment C**

### **RFP TERMS AND CONDITIONS FOR GOODS**

**(If Applicable)**